

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

<b>IN RE:</b>	)	<b>CHAPTER 13</b>
	)	
<b>ALEX STANTON CROCKETT,</b>	)	<b>CASE NO. 23-54144-TJ23</b>
	)	
	)	
<b>DEBTOR.</b>	)	<b>JUDGE HAGENAU</b>

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**MOTION TO APPROVE SETTLEMENT, DISBURSE AND RETAIN FUNDS**

COME NOW, Alex Stanton Crockett, Debtor in the above styled Chapter 13 case, by and through his attorney, and files this Motion to Approve Settlement and Disburse Funds to pay off case, and shows the Court the following:

1.

This Court has jurisdiction in this matter pursuant to 28 U.S.C. § 1334, 28 U.S.C. § 151 et seq. and 11 U.S.C. 101 et seq. Venue is appropriate pursuant to 28 U.S.C. § 1409. This matter is a core proceeding as defined in 28 U.S.C. § 157(b)(2)(A).

2.

Debtor filed for relief in the above-styled Chapter 13 case on May 2, 2023. Debtor's case has been confirmed on August 4, 2023.

3.

Debtor was represented by Hung Q. Nguyen ("Counsel") in a personal injury case. The Order granting the Application to Employ Hung Q. Nguyen of the 770GoodLaw, H.Q. Alex Nguyen Law Firm, LLC was granted on June 19, 2023 (Docket No. 25). The personal injury case has been settled for \$50,000.00 with Debtor to receive \$12,828.19, after fees and expenses (see settlement statement and all applicable documents attached hereto as Exhibit A) are paid and disbursed to all applicable parties accordingly. Debtor's personal injury attorneys' fees are \$16,326.00, firm expenses paid at \$1,021.81 and medical providers fees are \$16,326.00.

4.

Of the \$12,828.19, Debtor is requesting to retain \$8,000.00 from a portion of his anticipated net proceeds, to assist in the payment of necessary repairs on his vehicle and post-filing medical bills. Thereafter, Debtor is respectfully requesting that the remaining net proceeds balance in the amount of \$4,818.19 be paid to the Chapter 13 Trustee for the benefit of his creditors, pursuant to his chapter 13 confirmed plan. These requests are for the benefit of all creditors and applicable parties, and will not adversely impact any of his creditors.

WHEREFORE Debtor prays:

- (a) That the settlement for \$50,000.00 be approved;
  - (b) That Debtor's personal injury attorneys' fees and firm fees in the amounts of \$16,326.00 and \$1,021.81, respectively, be approved for disbursement to Special Counsel;
  - (c) That all medical providers disbursements are approved in the amount of \$16,326.00;
- and
- (d) That Debtor be allowed to retain \$8,000.00 of the settlement proceeds; and
  - (e) For any other relief that the Court may deem is just and proper.

Dated: January 12, 2024

Respectfully submitted,

/s/Shannon C. Worthy

Shannon C. Worthy  
Attorney for the Debtor  
GA Bar No. 733895  
Stanton and Worthy, LLC  
547 Ponce de Leon Avenue NE  
Suite 150  
Atlanta, GA 30308  
(404) 800-6415 Phone  
(866) 799-7178 Fax  
Shannon.worthy@stantonandworthy.com

# EXHIBIT A



## **RELEASE**

1. I, **ALEX S. CROCKETT**, (hereinafter referred to as “I” or “me” or “we”) hereby release and forever discharge, **Dominic R. Modi, Jennifer Modi, Rajesh Modi, Jayna Modi, Mid-Century Insurance Company and the Farmers Insurance Group of Companies**; including their related entities, employees, shareholders, principals, agents, representatives, insurers, affiliates and subsidiaries, from any and all rights, claims, demands, injuries, and damages of any kind, known or unknown, existing or arising in the future, resulting from an accident which occurred on or about June 7, 2021 on Interstate 75/85 in Atlanta, Georgia.

2. In consideration for making this Release I have received **FIFTY THOUSAND DOLLARS (\$50,000)**. I understand that this is a compromised settlement of all our claims arising out of the above accident and we are releasing all claims against the above parties. I understand that there is no admission of fault. I understand that I will no longer be allowed to seek any further payment from the above parties.

3. I agree to defend, reimburse and indemnify the above parties for any amounts which any insurance carriers, medical providers, government entities, hospitals or other persons or organizations may recover from them in reimbursement for amounts paid to me or on my behalf as a result of the accident. I understand that all liens, payments and financial obligations arising out of the accident are my responsibility.

4. I represent and warrant that as of this date we have provided the released parties all information we know about any and all Medicare / Medicaid / ERISA rights to recovery as of this date. I agree to reimburse, indemnify and hold harmless the released parties and their insurers with respect to any known or unknown Medicare or Medicaid or ERISA rights to recovery related to the subject accident for which the government may seek repayment as well as any fine or penalty the government may seek resulting from the sufficiency and accuracy of the information we have provided to the released parties and their insurer regarding any Medicare or Medicaid or ERISA rights to recovery.

5. The Parties acknowledge that the settlement amount was agreed upon as a compromise and final settlement of disputed claims and that payment of the settlement payment is not, and may not be construed as, an admission of liability by the released parties and is not to be construed as an admission that the release parties engaged in any wrongful, tortious or unlawful activity. The released parties specifically disclaim and deny any liability or engaging in any wrongful, tortious or unlawful activity.

6. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the parties to this Agreement and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

7. In entering into this Agreement, the parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other party. The parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other party or by that other party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

Notice is given pursuant to O.C.G.A. §33-7-12 of the lack of the consent of the insured to this agreement and that the insured is not hereby precluded from the further assertion of claims against any party to this agreement.

THE UNDERSIGNED ACKNOWLEDGE(S) THAT THEY HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT, AND THAT THE RELEASE HAS BEEN EXPLAINED TO THEM BY THEIR ATTORNEY.

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

\_\_\_\_\_  
**ALEX S. CROCKETT**

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_

**UNITED STATES BANKRUPTCY COURT  
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ATLANTA DIVISION**

<b>IN RE:</b>	)	<b>CHAPTER 13</b>
	)	
<b>ALEX STANTON CROCKETT,</b>	)	<b>CASE NO. 23-54144-TJ23</b>
	)	
	)	
<b>DEBTOR.</b>	)	<b>JUDGE HAGENAU</b>

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**NOTICE OF HEARING**

**PLEASE TAKE NOTICE** that Alex Stanton Crockett has filed a **Motion to Approve Settlement, Disburse and Retain Proceeds** and related papers with the Court seeking an order approving the same.

**PLEASE TAKE FURTHER NOTICE** that the Court will hold a hearing on the **Motion** at **9:15 A.M. on February 29, 2024** in Courtroom **1403** United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303, which may be attended in person or via the Court's Virtual Hearing Room. You may join the Virtual Hearing Room through the "Dial-in and Virtual Bankruptcy Hearing Information" link at the top of the homepage of the Court's website, [www.ganb.uscourts.gov](http://www.ganb.uscourts.gov), or the link on the judge's webpage, which can also be found on the Court's website. Please also review the "Hearing Information" tab on the judge's webpage for further information about the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage.

Your rights may be affected by the Court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the Court to grant the relief sought in these pleadings or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleadings with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk before the hearing. The address of the Clerk's Office is Clerk, U. S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive, Atlanta Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

Dated: January 12, 2024

Respectfully submitted,

/s/Shannon C. Worthy  
Shannon C. Worthy

Attorney for the Debtor  
GA Bar No. 733895  
Stanton and Worthy, LLC  
547 Ponce de Leon Avenue NE  
Suite 150  
Atlanta, GA 30308  
(404) 800-6415 Phone  
(866) 799-7178 Fax  
[Shannon.worthy@stantonandworthy.com](mailto:Shannon.worthy@stantonandworthy.com)



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	)	
<b>DEBTOR.</b>	)	<b>JUDGE HAGENAU</b>

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**CERTIFICATE OF SERVICE**

I hereby certify that I have filed a true and correct copy of the within and foregoing document with the Clerk of the Bankruptcy Court utilizing the Court's *CM/ECF* system which will automatically send a notice of the filing to:

Melissa J. Davey, Standing Chapter 13 Trustee

And by Electronic Notice, or by placing a copy of the same in an envelope with sufficient first-class postage affixed thereto to ensure timely delivery and depositing the same in the United States Mail addressed as follows:

**Alex Stanton Crockett**  
144 AL-Jennah Blvd.  
Locust Grove, GA 30248  
alexcrockett1000@yahoo.com (via electronic delivery)

**770GoodLaw, H.Q. Alex Nguyen Law Firm, LLC**  
**Hung Q. Nguyen – Attorney**  
101 Marietta Street NW Suite 2200  
Atlanta, GA 30303  
kevonna@afirmthatfights.com (via electronic delivery)

**United States Trustee**  
75 Ted Turner Drive SW, Room 362  
Atlanta, GA 30303 (via ECF)

*All Creditors (See Attached Matrix)*

Dated: January 12, 2024

Respectfully submitted,

/s/Shannon C. Worthy  
Shannon C. Worthy

Attorney for the Debtor  
GA Bar No. 733895  
Stanton and Worthy, LLC  
547 Ponce de Leon Avenue NE  
Suite 150  
Atlanta, GA 30308  
(404) 800-6415 Phone  
(866) 799-7178 Fax  
[Shannon.worthy@stantonandworthy.com](mailto:Shannon.worthy@stantonandworthy.com)

Label Matrix for local noticing  
113E-1  
Case 23-54144-TJ23  
Northern District of Georgia  
Atlanta  
Fri Jan 12 09:30:24 EST 2024

Patti H. Bass  
Bass & Associates, PC  
Suite 200  
3936 E. Ft. Lowell Road  
Tucson, AZ 85712-1083

Capital One Auto Finance, a division of Capi  
AIS Portfolio Services, LLC  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

Credit One Bank  
Attn: Bankruptcy Department  
Po Box 98873  
Las Vegas, NV 89193-8873

Dianna Burton Crockett  
144 Al Jannah Blvd  
Locust Grove, GA 30248-3753

(p)GLOBAL LENDING SERVICES LLC  
1200 BROOKFIELD BLVD STE 300  
GREENVILLE SC 29607-6583

(p)MOHELA  
CLAIMS DEPARTMENT  
633 SPIRIT DRIVE  
CHESTERFIELD MO 63005-1243

NetCredit  
Attn: Bankruptcy  
175 W. Jackson Blvd, Ste 1000  
Chicago, IL 60604-2863

Planet Home Lending, LLC  
321 Research Parkway  
Suite 303  
Meriden, CT 06450-8342

United Consumer Financial Serv.  
Bass & Associates, P.C.  
3936 E. Ft. Lowell Road, Suite #200  
Tucson, AZ 85712-1083

Al Jannah at Locust Grove Stat  
HOA inc  
100 Corp Center Dr Ste B  
Stockbridge, GA 30281-7244

Capital One  
Attn: Bankruptcy  
Po Box 30285  
Salt Lake City, UT 84130-0285

Cash Advance Now  
PO Box 569  
Hays, MT 59527-0569

Alex Stanton Crockett  
144 Al Jannah Blvd  
Locust Grove, GA 30248-3753

Evan Owens Durkovic  
Aldridge Pite, LLP  
Six Piedmont Center, Ste 700  
3525 Piedmont Road N.E.  
Atlanta, GA 30305-1578

Internal Revenue Service  
P O Box 7346  
Philadelphia, PA 19101-7346

Mohela/dept Of Ed  
Pob Box 145122  
Salt Lake City, UT 84114-5122

Hung Q. Nguyen  
770GoodLaw, H.Q.  
Alex Nguyen Law Firm, LLC  
5495 Jimmy Carter Blvd  
Suite B-17  
Norcross, GA 30093-1518

Chad Ralston Simon  
Bonial and Associates, P.C.  
P. O. Box 80727  
Atlanta, GA 30366-0727

United Consumer Financial Services  
Attn: Bankruptcy  
865 Bassett Road  
Westlake, OH 44145-1194

Al Jannah at Locust Grove Station  
Homeowners Association, Inc.  
Dunlap Gardiner, LLP  
5604 Wendy Bagwell Pkwy, Ste 923  
Hiram, GA 30141-7819

Capital One Auto Finance  
Attn: Bankruptcy  
7933 Preston Rd  
Plano, TX 75024-2302

Consumer debt law firm  
220 Newport Center Drive 11-45  
Newport Beach, CA 92660-7506

Melissa J. Davey  
Standing Chapter 13 Trustee  
Suite 2250  
233 Peachtree Street NE  
Atlanta, GA 30303-1509

(p)GEORGIA DEPARTMENT OF REVENUE  
COMPLIANCE DIVISION  
ARCS BANKRUPTCY  
1800 CENTURY BLVD NE SUITE 9100  
ATLANTA GA 30345-3202

Minto Money  
PO Box 58112  
Minto, AK 99758-0112

Nemdegelt Inc  
Jones Robin & Robin  
PO box 888  
Metter, GA 30439-0888

PennyMac Loan Services, LLC  
Attn: Correspondence Unit  
Po Box 514387  
Los Angeles, CA 90051-4387

(p)SUNSET MANAGEMENT CO LLC  
ATTN KRISTIN WILSON  
510 MOUNTAIN VIEW DR  
SUITE 500  
SENECA SC 29672-2145

United States Attorney  
Northern District of Georgia  
75 Ted Turner Drive SW, Suite 600  
Atlanta GA 30303-3309

VILLAGE CAPITAL & INVESTMENT LLC  
 c/o Aldridge Pite, LLP  
 8880 Rio San Diego Drive, Suite 725  
 San Diego, CA 92108-1619

(p)VILLAGE CAPITAL  
 ATTN ADAM MAAS  
 2550 PASEO VERDE PARKWAY SUITE100  
 HENDERSON NV 89074-7129

Shannon Charlmane Worthy  
 Stanton and Worthy, LLC  
 547 Ponce De Leon Avenue NE  
 Suite 150  
 Atlanta, GA 30308-1881

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Georgia Department Of Revenue  
 1800 Century Blvd. NE  
 Atlanta, GA 30345

Global Lending Services LLC  
 1200 Brookfield Blvd Ste 300  
 Greenville, South Carolina 29607

(d)Global Lending Services LLC  
 Attn: Bankruptcy  
 Po Box 10437  
 Greenville, SC 29603

Mohela  
 Attn: Bankruptcy  
 633 Spirit Dr  
 Chesterfield, MO 63005

Sunset Finance  
 Attn: Bankruptcy  
 510 Mountain View Dr, Ste 500  
 Seneca, SC 29672

(d)US Department of Education/MOHELA  
 633 Spirit Dr  
 Chesterfield, MO 63005

Village Capital & Investments, Llc  
 Attn: Bankruptcy  
 2550 Paseo Verde Parkway, Suite 100  
 Henderson, NV 89074

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Global Lending Services LLC

(u)Planet Home Lending, LLC

(u)Village Capital & Investment LLC

End of Label Matrix  
 Mailable recipients 32  
 Bypassed recipients 3  
 Total 35